



PHILIP L. BROWNING
Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

Board of Supervisors

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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

July 09, 2013

17 July 9, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST TO DELEGATE AUTHORITY TO THE CHILDREN AND FAMILY SERVICES
DIRECTOR TO EXECUTE CONTRACTS FOR FOSTER FAMILY AGENCY (FFA)
EMERGENCY SHELTER CARE (ESC) SERVICES**

SUBJECT

The Department of Children and Family Services (DCFS) seeks delegated authority to execute contracts for the provision of Foster Family Agency (FFA) Emergency Shelter Care (ESC) bed hold services; and to amend these contracts as needed and to approve adding the Probation Department (Probation) to these contracts when Probation begins contracting for FFA services, if appropriate. The estimated total cost of an initial eight contracts is \$253,440.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS or designee, to prepare and execute Contracts for Foster Family Agency Emergency Shelter Care Bed hold (FFA-ESC) services substantially similar to the Sample Master Contract (Attachment A) with the eight contractors listed in Attachment B, effective upon execution through October 31, 2013. Prior to contract execution, DCFS will ensure: (a) applicable Federal, State and County contracting regulations are observed; (b) sufficient funding is available; (c) prior County Counsel and CEO approvals are obtained; and (d) the DCFS Director notifies the Board and the CEO in writing within ten workdays of executing such contracts. The estimated not to exceed annual costs of the initial FFA-ESC contracts is \$253,440 to be financed using 85 percent Federal revenue (\$215,424) and 15 percent (\$38,016) net County Cost funds.

2. Delegate authority to the Director of DCFS, or his designee, to prepare and execute future contracts for FFA-ESC bed hold services with any of the remaining forty-one FFA contractors listed in Attachment C, as needed to increase FFA-ESC bed hold options provided; (a) applicable Federal, State and County contracting regulations are observed; (b) sufficient funding above the initial FFA-ESC bed hold contract cost is available; (c) prior County Counsel and CEO approval is obtained; and (d) the DCFS Director notifies the Board and the CEO in writing within ten workdays of executing such contracts.

3. Delegate authority to the Director of DCFS or designee to amend or extend by written notice the FFA-ESC Contracts in alignment with the Contractors' FFA contract; and amend these contracts as needed or to increase the number of contracted beds corresponding with the total number of FFA-ESC beds approved by the California Department of Social Services for sole source/procurement by negotiation of FFA-ESC beds provided that: (a) applicable Federal, State and County contracting regulations are observed; and (b) sufficient funding is available; (c) prior County Counsel and CEO approval is obtained; and (d) the DCFS Director notifies the Board and the CEO in writing within ten workdays of executing such extensions or contract amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 7, 2013, the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) cited DCFS for operating an unlicensed facility in violation of Health and Safety Code sections 1503.5 and 1508 and having newly detained children receive temporary care in office buildings in lieu of immediate placement in a foster home or emergency shelter. DCFS is required to place children only in licensed community care facilities, exempt facilities, foster family agencies or facilities that satisfy Welfare and Institutions Code section 362 (c), WIC§ 361.2(e); and Health and Safety Code § 1536.1(b).

DCFS submitted a Plan of Correction to CCLD, stipulating multiple actions taken to increase the number of reliable and safe temporary placements for children taken into protective custody after regular office hours, weekends, and holidays. The recommended actions will contribute to the Departments efforts to increase the number of appropriate short-term immediate placement capacity for newly detained children. Other recent efforts include: amending 13 FFA contracts to add 24/7 Intake, increasing the number of licensed child care staff providing temporary care of newly detained children at the Children's Welcome Center, and further recruitment and outreach to increase the number of resource/foster parents.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goals No. 1: Operational Effectiveness: Contracting with existing Foster Family Agency Contractors for supplemental Emergency Shelter Care bed hold services maximizes the effectiveness of existing processes, structures, and operations to support timely delivery of customer-orientated and efficient public services. In addition to Goal number 3: Integrated Services Delivery: The recommended actions facilitate the County's maximization of opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

The total annual contract amount for the initial eight contracts is \$253,440. Effective November 1, 2013, the term of the FFA-ESC bed hold contracts will align with the Contractors' FFA contract. The FFA-ESC bed hold contracts will be funded using eighty-five percent (\$215,440) Federal revenue and fifteen percent (\$38,016) net County Cost. Funding is included in the Department's FY 2013-14 Adopted Budget, and will be included for subsequent fiscal years in the Department's future budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Government Code Sections 26227 and 31000 authorized Counties to contract for services. California Department of Social Services (CDSS) Contracting Policy and Procedures Manual Chapter 23-650, subsections .1 and .16 allows Procurement by Negotiation contracting for emergency shelter care for six or fewer beds. DCFS timely submitted its Board Notification Memo in compliance with County of Los Angeles Code 5.100 (Sole Source Contracting Policy) and 5.120 (Increases to Board approved contracts). DCFS needs to have emergency placement options to prevent overstay at the Children's Welcome Center or ERCP.

FFA-ESC contracts require contractors to have identified beds held for specific placement categories continuously available except when filled with emergency placements. Pre-established taxable monthly bed hold rates will be paid by the FFA Contractor to its certified foster parents with a ten percent administrative cost for the FFA as follows:

- \$330 per bed, \$300 to the Certified Foster Parent (CFP) for children, newborn to twelve,
- \$440 per bed, \$400 to the CFP for youth ages thirteen to seventeen,
- \$440 per bed, \$400 to the CFP for sibling beds (3 beds per home) ages newborn to seventeen, and
- \$660 for a bed and a crib, \$600 to the CFP for a teen mom and her infant.

The Department evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply. County employees cannot effectively perform these services because they require the development and utilization of resources that are not available in the County system. When the contractor receives an emergency placement, the contractor will receive payment of its FFA Treatment Rate established in its Aid to Families with Dependent Children-Foster Care (AFDC-FC) Letter. The prospective contractors comply with all Federal, State, County and Board requirements.

CONTRACTING PROCESS

Pursuant to CDSS Purchase of Service contracting regulations Chapter 23-600 Purchase of Service, Procurement by Negotiation, 23-650 subsections .1 and .16, emergency shelter care contracts may be negotiated without formal advertising for six or fewer beds. In compliance with County of Los Angeles Code 5.100 (Sole Source Contracting Policy) and 5.120 (Authority to Approve Increases to Board Approved Contract Amounts), DCFS noticed the Board on April 17, 2013 of its intent to negotiate Sole Source contracts, and include a provision for increases above ten percent for FFA-ESC bed hold services. Email notification of the FFA-ESC contracting opportunity and details of the Department's need were sent to the Department's FFA contractors.

At the May 21, 2013 informational meeting, the Department identified its heightened need for additional emergency shelter placement options, reviewed the proposed bed-hold payment structure, and began a discussion of the draft statement of work (SOW) and contract terms and conditions. Questions were submitted along with follow-up requests for clarification during the next two-week period via email. DCFS emailed responses to the questions on June 17, 2013, and held a second informational meeting on June 21, 2013. Thirteen FFA contractors attended the second informational meeting with eight indicating a willingness to contract for FFA-ESC bed hold services. Seven of the organizations agreed to submit their required forms and documents by June 28, 2013. One organization submitted the required forms and documents on June 21, 2013.

DCFS will execute contracts with its interested existing FFA contractors for FFA-ESC services as needed and will include FFA-ESC as a component in its next FFA/Group Home solicitation.

CONTRACTOR PERFORMANCE

DCFS contracts with 49 nonprofit organizations for FFA program services. The minimum requirements for the FFA-ESC bed hold contracts are a current FFA contract in good standing, the willingness of the FFA contractor to provide FFA-ESC bed holds for 24/7 Intake emergency placements, and to accept all placement referrals. The Department's Out-of-Home Care Management Division (OHCMD) completes program monitoring of each of the FFA contractors each year. In addition to the regular FFA program monitoring, OHCMD's ESC Program Management Team will complete on site monitoring of the FFA-ESC bed hold contracts once annually.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The increased numbers of detained children combined with the dwindling number of available emergency placement options created a need to prevent overstay at both the Department's Emergency Response Command Post (ERCP) and the Children's Welcome Center.

This heightened concern has led the Department to spearhead several different initiatives to ensure children will have a safe and more structured out-of-home environment when removed from their homes in an emergency, 24-hours a day, and seven days a week.

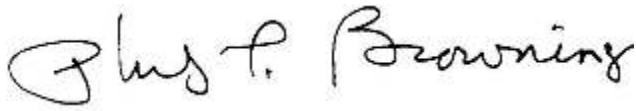
Without approval of the recommended action, DCFS will continue to have difficulty placing children and youth after hours, during weekends and holidays. Approval of the recommended action will contribute toward the Department's efforts to increase the number of contracted beds for children and youth taken into protective custody after hours, during weekends, and holidays.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter:

County of Los Angeles
Department of Children and Family Services
Contract Services Bureau
Attention: Eddie Ota, Section Manager
425 Shatto Place, Room 401
Los Angeles, CA 90020

Respectfully submitted,

A handwritten signature in black ink, reading "Philip L. Browning". The signature is written in a cursive style with a large, stylized "P" and "B".

PHILIP L. BROWNING
Director

PLB:CMM
EM:EO

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**FOSTER FAMILY AGENCY
EMERGENCY SHELTER CARE BED HOLD SERVICES CONTRACT
(CFDA# 93.658)**

**BY AND BETWEEN
COUNTY OF LOS ANGELES**



AND

INSERT NAME OF FOSTER FAMILY AGENCY

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

July, 2013

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
EMERGENCY SHELTER CARE SERVICES CONTRACT**

TABLE OF CONTENTS

Section Number and Title	Page
RECITALS	1
PART I: UNIQUE TERMS AND CONDITIONS	3
1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS.....	3
2.0 TERM.....	5
3.0 CONTRACT SUM.....	5
4.0 INSURANCE REQUIREMENTS	7
5.0 INVOICES AND PAYMENTS.....	11
6.0 CONFIDENTIALITY.....	13
7.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS	14
8.0 SUBCONTRACTING.....	15
9.0 INDEPENDENT CONTRACTOR REQUIREMENT AND STATUS.....	15
10.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE	16
PART II: STANDARD TERMS AND CONDITIONS.....	17
1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR.....	17
2.0 ADMINISTRATION OF CONTRACT – COUNTY	17
3.0 AMERICANS WITH DISABILITIES ACT (ADA).....	18
4.0 ASSIGNMENT AND DELEGATION.....	18
5.0 AUTHORIZATION WARRANTY	19
6.0 BUDGET REDUCTION	19
7.0 CHANGES AND AMENDMENTS	19
8.0 CHILD ABUSE PREVENTION REPORTING	21
9.0 CHILD SUPPORT COMPLIANCE PROGRAM	21
10.0 COMPLAINTS	22
11.0 COMPLIANCE WITH APPLICABLE LAWS.....	23
12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS	24
13.0 COMPLIANCE WITH JURY SERVICE PROGRAM	24
14.0 CONDUCT OF PROGRAM.....	26
15.0 CONFLICT OF INTEREST.....	26

16.0	CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT	27
17.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST	27
18.0	CONTRACT ACCOUNTING AND FINANCIAL REPORTING.....	27
19.0	CONTRACTOR ALERT REPORTING DATABASE (CARD)	27
20.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT	28
21.0	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	30
22.0	CONTRACTOR'S WORK.....	30
23.0	COUNTY'S QUALITY ASSURANCE PLAN	30
24.0	DEFAULTED PROPERTY TAX REDUCTION PROGRAM	30
25.0	DISPUTE RESOLUTION PROCEDURES.....	31
26.0	EMPLOYMENT ELIGIBILITY VERIFICATION	32
27.0	EVENTS OF DEFAULT	32
28.0	FAIR LABOR STANDARDS.....	33
29.0	FORMER FOSTER YOUTH CONSIDERATION	34
30.0	GOVERNING LAW, JURISDICTION, AND VENUE	34
31.0	INDEMNIFICATION.....	34
32.0	MOST FAVORED PUBLIC ENTITY.....	35
33.0	NON-DISCRIMINATION AND AFFIRMATIVE ACTION.....	35
34.0	NON EXCLUSIVITY	36
35.0	NOTICE OF DELAYS.....	36
36.0	NOTICE OF DISPUTE	36
37.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	36
38.0	NOTICES.....	37
39.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	37
40.0	PROPRIETARY RIGHTS	37
41.0	PUBLIC RECORDS ACT	39
42.0	PUBLICITY	39
43.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	40
44.0	RECYCLED-CONTENT PAPER.....	41
45.0	SAFELY SURRENDERED BABY LAW	41
46.0	SHRED DOCUMENT	42

47.0	TERMINATION FOR CONTRACTOR'S DEFAULT	42
48.0	TERMINATION FOR CONVENIENCE - COUNTY	43
49.0	TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE	43
51.0	TERMINATION FOR IMPROPER CONSIDERATION	44
52.0	TERMINATION FOR INSOLVENCY	44
53.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE ..	45
54.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS	45
55.0	USE OF FUNDS	45
56.0	VALIDITY	46
57.0	WAIVER	46
58.0	WARRANTY AGAINST CONTINGENT FEES	46
59.0	WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION	46

EXHIBITS

EXHIBIT A STATEMENT OF WORK

Exhibit A-I	Core Practice Model
Exhibit A-IIa	Service Delivery Sites
Exhibit A-IIb	Certified FFA/ESC Home
Exhibit A-III	FFA/ESC Capacity Agreement
Exhibit A-IV	All County Letter No. 12-12
Exhibit A-V	ITRACK Effective July 2012
Exhibit A-VI	DCFS Form 4389
Exhibit A-VII	Reporting Procedures
Exhibit A-VIII	Contact Numbers
Exhibit A-IX	Termination of Emergency Shelter Care Services
Exhibit A-X	Request for Time Off
Exhibit A-XI	Control Log
Exhibit B-I	Pricing Schedule
Exhibit B-II	Line Item Budget
Exhibit B-III	Contractor's Invoice
Exhibit C	CONTRACTOR's Equal Employment Opportunity (EEO) CERTIFICATION
Exhibit D-I	CONTRACTOR Acknowledgement and Confidentiality Agreement (ESC Contractor)
Exhibit D-II	CONTRACTOR Acknowledgement and Confidentiality Agreement (ESC Co-Contractor)
Exhibit D-III	CONTRACTOR Acknowledgement and Confidentiality Agreement (ESC Alternate Provider)
Exhibit E:	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit F:	Internal Revenue Notice 1015

- Exhibit G: Los Angeles County Sections 2.203.010 – 2.203.090 and County of Los Angeles Contractor Employee Jury Service Program Application for exception and Certification Form
- Exhibit H: Safely Surrendered Baby Law Fact Sheet
- Exhibit I: CONTRACTOR's Administration
- Exhibit J: COUNTY's Administration
- Exhibit K: Charitable Contributions Certification
- Exhibit L: User Complaint Report (UCR)
- Exhibit M: Certification of Compliance with the County's Defaulted Property Tax Reduction Program

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**FOSTER FAMILY AGENCY EMERGENCY SHELTER CARE SERVICES
CONTRACT NUMBER xx-xxx-xx**

Foster Family Agency Emergency Shelter Care Services Contract (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 2013____ by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

Contractor

RECITALS

WHEREAS, pursuant to Government Code Sections 26227, and 31000 COUNTY is permitted to contract for services; and

WHEREAS, the County of Los Angeles is designated to administer Emergency Shelter Care Services pursuant to the provisions of California Department of Social Services, Child Welfare Services Manual, Child Welfare Services Program Placement Sections 31-410 and 31-415;

WHEREAS, the COUNTY desires and has the duty to provide care and protection for children placed its charge pursuant to the provisions of the Welfare and Institutions Code (WIC) Section 16500 et seq; and

WHEREAS, existing COUNTY facilities do not have the capacity or the specialized programs to provide the care and protection for all children for all children in its charge; and

WHEREAS, the COUNTY finds it impractical to develop and maintain facilities to care for all of the children in its charge; and

WHEREAS, COUNTY finds the CONTRACTOR's program to be economically advantageous to the COUNTY and to provide a safe, secure and nurturing living

environment in which the children can develop physically, emotionally, socially, educationally, spiritually and culturally; and

WHEREAS, CONTRACTOR is a Foster Family Agency Contractor with the County of Los Angeles, on contract number 07-021-XXX, in good standing; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.

WHEREAS, pursuant to the California Department of Social Services, 23-600, Purchase of Service, the COUNTY is authorized to contracts for Emergency Shelter Care.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, A-I, A-II, A-III, A-IV, A-V, A-VI, A-VII, A-VIII, A-IX, A-X, A-XI, and B-I, B-II, B-III, C, D-I, D-II, D-III, E, F, G, H, I, J, K, L, and M set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, A-I, A-II, A-III, A-IV, A-V, A-VI, A-VII, A-VIII, A-IX, A-X, A-XI and Exhibit B-I through M, and any attachments.
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - A. "Certificate of Approval" – means the document issued by a Foster Family Agency (FFA), which authorizes a home to operate as a Certified Family Home.
 - B. "Certified Family Home" – means a family residence certified by a FFA and issued a Certificate of Approval by a FFA as meeting California Department of Social Services Community Care Licensing (CDSS CCL) Division standards.
 - C. "Certified Foster Parent" – means the adult(s) residing in the home certified by a FFA to provide care and supervision to children.

- D. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the COUNTY.
- E. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- F. "COUNTY" – means the County of Los Angeles and includes the Department of Children and Family Services.
- G. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.
- H. "COUNTY Program Manager" – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- I. "Day" or "Days" – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- J. "DCFS" - means COUNTY's Department of Children and Family Services.
- K. "Director" - means COUNTY's Director of the Department of Children and Family Services or his or her authorized designee.
- L. "Fiscal Year(s)" - means the 12 month period beginning July 1st and ending the following June 30th.
- M. "Independent Contractor" – means
- N. "Maximum Contract Sum" - means the total amount to be paid under this contract.
- O. "Non-profit CONTRACTOR" – means the corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- P. "Statement of Work - means the work to be performed by CONTRACTOR listed in Exhibit A.
- Q. "Subcontract" – means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 TERM

- 2.1 The term of this Contract shall commence on _____ or the date of execution by the Director of Children and Family Services, whichever is later, and shall expire on October 31, 2013, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 COUNTY shall have the sole option to extend the Contract term in alignment with CONTRACTOR's FFA Contract _____ for up to two additional one-year periods, for a maximum total Contract term of three years. Each such option and extension shall be exercised at the sole discretion of the Director, by written notice to the CONTRACTOR.
- 2.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 2.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
- 2.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 30 days prior to the expiration of the contract term, after CEO approval.

3.0 CONTRACT SUM

- 3.1 The Maximum Contract Sum for this contract is \$ XXXXXX. The Maximum Annual Contract Sum for the initial contract period of _____, 2013 through October 31, 2013, is \$ XXXXXX and for each of the two one-year extension options, if exercised, as provided in Section 2.2, is XXXXXX.
 - 3.1.1 COUNTY and CONTRACTOR AGREE that CONTRACTOR shall not exceed the Maximum Contract Sum in any case whatsoever, except as amended to increase capacity up to a maximum of six Foster Family Agency (FFA) Emergency Shelter Care (ESC) beds.
 - 3.1.1.1 If CDSS approves additional FFA-ESC beds,

beyond six beds per CONTRACTOR, the County may amend the contracts beyond six beds up to a maximum of 12 beds per Contractor.

- 3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed-priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit A-III, FFA/ESC Capacity Agreement, pursuant to Exhibit B-I, Pricing Schedule, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Unique Terms and Conditions, Section 5.0, Invoices and Payments, of this Contract.
- 3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 3.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit J, County's Administration.
- 3.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit B-II, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.

- 3.7 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

- 4.1.1 Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions

exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions

Certificates and copies of required endorsement shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

- 4.1.2 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- 4.1.3 Cancellation of Insurance: CONTRACTOR shall provide County with, or CONTRACTOR's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 4.1.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.
- 4.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A: VII unless otherwise approved by COUNTY.
- 4.1.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 4.1.7 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 4.1.8 Deductibles: CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles, or to provide a bond guaranteeing

CONTRACTOR's payment of all deductibles, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

4.1.9 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

4.1.10 Application of Excess Liability Coverage: CONTRACTOR'S may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

4.1.11 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

4.1.12 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

4.2 Insurance Coverage Requirements

4.2.1 Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million
Products/Completed Operations Aggregate: \$1 million
Personal and Advertising Injury: \$1 million
Each Occurrence: \$1 million

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR'S use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR'S operations, coverage shall also be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million
Disease – policy limit: \$1 million
Disease – each employee: \$1 million

Sexual Misconduct Liability Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.

Professional Liability/Errors and Omissions Insurance covering CONTRACTOR'S Liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

5.0 INVOICES AND PAYMENTS

- 5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the rate of compensation specified in the Exhibit B-I, Pricing Schedule, as supported by Exhibit B-II, Line Item Budget. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.
- 5.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day

of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

- 5.3 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-133. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.
- 5.4 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Services – Contract Accounting Section, and one copy to the COUNTY Program Manager for review and approval, as follows:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Services, Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Jane Garcia, MSW, County Program Manager
9320 Telstar Avenue, Suite 216
El Monte, CA 91731

- 5.5 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.6 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.

Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

5.6.1 CONTRACTOR will report the bed hold stipend paid to its Certified Foster Parents as taxable income to the IRC on 1099s.

5.7 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

5.8 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

5.9 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's report, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

6.0 CONFIDENTIALITY

6.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.

6.2 CONTRACTOR shall inform all of its officers, employees, agents and sub-contractors providing services here under of the confidentiality provisions, of this contract.

- 6.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit D-I, "Contractor Acknowledgement and Confidentiality Agreement."
- 6.4 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 6.5 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 6.6 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

7.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS

- 7.1 Pursuant to applicable Welfare and Institutions Code sections, including but not limited to sections 5328 through 5330, 10850 and 827, all ESC Children's records are confidential. Portions of these confidential records, pertaining to the treatment or supervision of the child, shall be shared with CONTRACTOR pursuant to the DCFS policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review an ESC Child's case records, interview an ESC Child for research or media purposes, or photograph or videotape a ESC Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by State and federal laws and COUNTY policies regarding the ESC Child's confidentiality.

- 7.1.1 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records, in accordance with all applicable federal, State and local laws, regulations, ordinances and directives regarding confidentiality.

8.0 SUBCONTRACTING

- 8.1 No performance of this Contract or any portion thereof may be subcontracted by CONTRACTOR. Any attempt by CONTRACTOR to subcontract performance of any of the terms of this Contract, in whole or in part, shall constitute a breach of the terms of this Contract. In an event of such breach, this Contract may be terminated.

9.0 INDEPENDENT CONTRACTOR REQUIREMENT AND STATUS

CONTRACTOR is required to report payments to Certified Foster Parents for bed hold and 24/7 Intake services on 1099s.

- 9.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 9.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 9.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 9.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D-II, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services

covered by this Contract to sign and adhere to Exhibit D-III, CONTRACTOR's Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

10.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE

- 10.1 This Contract may be terminated when such action is deemed by CONTRACTOR to be in its best interest, as it is no longer able to or willing to continue providing services under this Contract. Written notice of termination of this Contract should be delivered to COUNTY pursuant to Section 38.0, Notices, specifying the date upon which the termination would be effective. Such termination becomes effective upon DCFS Director's authorization delegated by the Board. The effective date of such termination shall be no less than thirty (30) days after the notice is sent.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in Exhibit I, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Program Manager on a regular basis.

1.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Director.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit J, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY Program Manager

The responsibilities of the COUNTY Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

- 2.2 The COUNTY Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.
- 2.3 The COUNTY Program Manager is responsible for overseeing the day-to-day administration of this Contract.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT AND DELEGATION

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

6.0 BUDGET REDUCTION

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

7.0 CHANGES AND AMENDMENTS

- 7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.
- 7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

- 7.4 COUNTY shall give CONTRACTOR thirty (30) Days prior written notice delivered by first class mail, return receipt requested, of its intent to make such changes and amendments hereunder. Any significant cost impact associated with such an amendment shall be addressed in developing the amendment. A significant cost impact is defined as an incremental cost of \$1,200 annually on a cumulative basis. Such revisions shall be in writing and shall be accomplished in the following manner:
- 7.4.1 Exhibits A-I, A-V, A-VI, A-VIII through A-XI, B-II, B-III, G, J, L, and M, may be changed unilaterally by COUNTY to reflect changes in County, State and Federal law, regulation, and ordinances, court orders, and court rules or in COUNTY policies or procedures, or to incorporate changes requested by CONTRACTOR or COUNTY to bed hold capacity type and number. Amendments made pursuant to this section shall be effective upon delivery of a replacement exhibit by certified mail, return receipt requested, to the address of CONTRACTOR set forth in Part II, Section 38.0, Notices. CONTRACTOR shall be responsible for monitoring changes and/or amendments to any and all laws, regulations, ordinances and/or court rules governing or impacting this Contract. CONTRACTOR shall at all times remain in compliance with all such laws, regulations, ordinances and/or court rules, whether or not COUNTY has delivered a replacement exhibit.
- 7.5 For any change which does not have a significant cost impact, affect the scope of work, period of performance, payments, or which does not materially alter any term or condition included in this Contract, or for any change in CONTRACTOR's Name or in their Program Statement, or for any change to exhibits described in Sub-section 7.4.1 with significant cost impact on CONTRACTOR, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and Program Directors or designee. As used herein, the term "materially alter" is defined as being a change, which, in the sole discretion of COUNTY, warrants execution, by the Board of Supervisors.
- 7.6 For changes in Contractor's name or address that are not related to a merger or acquisition, change shall be completed upon written notification and request from Contractor to County, and confirmed by letter from County to Contractor.
- 7.7 Changes related to or as a result of merger or acquisition of Contractor shall be effective upon execution of Contract Amendments by DCFS Director, or designee, the Chief Probation Officer, or designee, and Contractor.

7.8 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

7.8.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

7.8.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget and delegated authority to execute amendment, and

7.8.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum.

8.0 CHILD ABUSE PREVENTION REPORTING

8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

9.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program

9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

9.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Section 47.0, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

10.0 COMPLAINTS

10.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

10.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

10.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

10.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.

10.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

10.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

10.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

10.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

11.0 COMPLIANCE WITH APPLICABLE LAWS

11.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

11.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

11.1.2 For contract over \$10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

- 11.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 11.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 11.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. CONTRACTOR shall comply with Exhibit C, Contractor's Equal Employment Opportunity (EEO) Certification.

13.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit G, and incorporated by reference into and made a part of this Contract.

13.1 Written Employee Jury Service Policy

13.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

13.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

13.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of

the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

13.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

14.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

15.0 CONFLICT OF INTEREST

15.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

15.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

16.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

16.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

16.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

17.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

18.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit E, Auditor-Controller Contract Accounting and Administration Handbook.

18.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

19.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

The COUNTY maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 20.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 20.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 20.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 20.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 20.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 20.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 20.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 20.9 These terms shall also apply to Subcontractors of COUNTY Contractors.
- 20.10 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:
- County: http://lacounty.info/doing_business/DebarmentList.htm

- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.epls.gov/epls/search.do?multiName=true>

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit K the County seeks to ensure that all COUNTY Contractors which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

22.0 CONTRACTOR'S WORK

- 22.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.
- 22.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

23.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

24.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 24.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all

individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

- 24.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

25.0 DISPUTE RESOLUTION PROCEDURES

- 25.1 CONTRACTOR and COUNTY agree to act promptly and diligently to first mutually resolve any disputes, pursuant to procedures set forth in this Contract. All such disputes shall thereafter be subject to the provisions of this Section 25.0.
- 25.2 Nothing in this section herein prevents COUNTY or CONTRACTOR from seeking provisional remedies, such as injunction or extraordinary relief such as a writ.
- 25.3 CONTRACTOR shall retain all rights to appeal the COUNTY action through the filing of a claim pursuant to Los Angeles County Code, Title 4, Chapter 4.04, which pertains to all claims against the COUNTY for money or damages which are excepted by Section 905 of the Government Code from the provisions of Division 3.6 of the Government Code (Section 810 et seq.) and which are not governed by any other statutes or regulations expressly relating hereto.
- 25.4 As to any dispute arising out of or relating to this Contract, including the breach, termination or validity thereof, which has not been resolved by the filing of a claim pursuant to Sub-section 25.4 herein, or the California Tort Claims Act (Government Code Sections 810-996.6), CONTRACTOR and

COUNTY hereby waive their respective right to trial by jury **(and instead agree to trial by a judge _____[please initial])** of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either CONTRACTOR against COUNTY or COUNTY against CONTRACTOR.

- 25.5 Nothing herein precludes the COUNTY and CONTRACTOR from mutually agreeing in writing to settle any disputes by binding arbitration or any other alternative dispute resolution procedure.
- 25.6 This provision shall not apply to third party claims brought by or on behalf of an individual, his/her heirs, assigns and/or successors-in-interest, based upon, or relating to, injuries allegedly sustained by that individual when he/she was a Placed Child.

26.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 26.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.
- 26.2 CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

27.0 EVENTS OF DEFAULT

- 27.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

- 27.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

27.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

27.1.3 Notice is given by CDSS that CONTRACTOR's RCL rate will be terminated. Actual termination of the rate is not required for default pursuant to this provision.

27.1.4 Notice is given by CDSS CCLD that CONTRACTOR's Group Home Facility license will be revoked.

27.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

27.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

27.2.2 The filing of a voluntary petition in bankruptcy;

27.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

27.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

27.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or federal laws thereon.

28.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the

Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

29.0 FORMER FOSTER YOUTH CONSIDERATION

29.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 17.0 and 16.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Youth Development Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

29.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

29.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

30.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

31.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs and

expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

32.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

33.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 33.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 33.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit C, Contractor's Equal Employment Opportunity (EEO) Certification.
- 33.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 33.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- 33.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.

- 33.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 33.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 33.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

34.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal or like goods and/or services from other entities or sources.

35.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

36.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

37.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit F.

38.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit I, CONTRACTOR's Administration and Exhibit J, COUNTY's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

39.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

40.0 PROPRIETARY RIGHTS

40.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

40.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this

Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 40.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 40.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 40.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 40.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 40.4 for:
 - 40.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 40.3;
 - 40.5.2 Any materials, data and information covered under Sub-section 40.2; and
 - 40.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 40.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 40.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

- 40.8 The provisions of Sub-sections 40.5, 40.6, and 40.7 shall survive the expiration or termination of this Contract.

41.0 PUBLIC RECORDS ACT

- 41.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 46.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 41.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

42.0 PUBLICITY

- 42.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:
- 42.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and
- 42.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

- 42.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this section shall apply.

43.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 43.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 43.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.
- 43.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 43.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 43.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 43.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

44.0 RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

45.0 SAFELY SURRENDERED BABY LAW

- 45.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this

poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

45.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

46.0 SHRED DOCUMENT

46.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

46.2 Documents for record and retention purposes in accordance with Subsection 43.5 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

47.0 TERMINATION FOR CONTRACTOR'S DEFAULT

47.1 Upon determining the existence of any one or more of the circumstances heretofore described in Part II, Section 27.0, Events of Default, this Contract may be subject to termination, by the Board of Supervisors, or designee, either immediately or within such longer time period as noticed by COUNTY.

47.2 In the event COUNTY terminates this Contract in whole or in part as provided in this Section, COUNTY may recover damages to the extent permitted by applicable law, subject to the terms of the Dispute Resolution Procedures, Part II, Section 25.0.

After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure

of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay

48.0 TERMINATION FOR CONVENIENCE - COUNTY

48.1 The performance of Services under this Contract may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest and such termination is approved by the Board of Supervisors. Termination of Services hereunder shall be effected by delivery to CONTRACTOR of a ninety (90) day advance notice of termination specifying the extent to which performance of Services under this Contract is terminated and the date upon which such termination becomes effective.

48.2 After approval of the termination by the Board of Supervisors, COUNTY will provide for the continued placement or removal of Placed Children in a fashion that is consistent with the best interest of children. In addition, CONTRACTOR shall:

48.2.1 Stop Services under this Contract on the effective date of termination.

48.2.2 Continue to perform, as required by this Contract until the effective date of termination.

48.3 After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice

49.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE

49.1 This Contract may be terminated when such action is deemed by CONTRACTOR to be in its best interest. Termination of this Contract shall be effective by the delivery to COUNTY of written notice of termination pursuant to Part II, Section 38.0, Notices, specifying the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ninety (90) Days after the notice is sent, unless COUNTY notices CONTRACTOR, pursuant to Part II, Section 38.0, Notices, that the termination will be effective in thirty (30) Days. In the event of a breach by COUNTY under this Contract, CONTRACTOR shall have all remedies available at law, subject to the terms of Part II, Section 25.0, Dispute Resolution Procedures.

- 49.2 CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.
- 49.3 After receipt of a notice of termination, COUNTY will provide for the continued placement or removal of Placed Children in a fashion that is consistent with the best interest of children.

51.0 TERMINATION FOR IMPROPER CONSIDERATION

- 51.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 51.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 51.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

52.0 TERMINATION FOR INSOLVENCY

- 52.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

52.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

52.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

52.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

52.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

52.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

53.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

54.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

55.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review

and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

56.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

57.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

58.0 WARRANTY AGAINST CONTINGENT FEES

58.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

58.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

59.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

By _____
Philip L. Browning, Director
Department of Children and
Family Services

Contractor

By _____

Name _____

Title _____

By _____

Name _____

Title _____

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI, County Counsel

Tax Identification Number

By _____
David Beaudet,
Senior Deputy County Counsel

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FOSTER FAMILY AGENCY – EMERGENCY SHELTER CARE
(FFA – ESC BED HOLDS)
STATEMENT OF WORK**



ATTACHMENT A

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FOSTER FAMILY AGENCY – EMERGENCY SHELTER CARE**

STATEMENT OF WORK

TABLE OF CONTENTS

<u>PART</u>	<u>PAGE</u>
PART A – INTRODUCTION	
1.0 PREAMBLE.....	3
2.0 OVERVIEW.....	3
3.0 DCFS’ PRIORITIES FOR CHILDREN.....	4
4.0 PROGRAM GOALS.....	4
5.0 SERVICE DELIVERY SITES.....	5
PART B – TARGET DEMOGRAPHICS.....	6
PART C – COUNTY REPONSIBILITIES.....	6
6.0 PROGRAM STAFF.....	6
PART D – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS..	8
7.0 SAFETY.....	9
PART E – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS..	18
8.0 WELL-BEING/SELF-SUFFICIENCY.....	19
9.0 PLACEMENT.....	21
10.0 DISCHARGE	21
11.0 VISITATION PLAN	22
12.0 TRAINING REQUIREMENT FOR CERTIFIED FOSTER PARENTS....	25
13.0 MONITORING REQUIREMENTS	25
14.0 HEALTH AND MEDICAL REQUIREMENTS	28
15.0 EDUCATIONAL REQUIREMENTS	30
16.0 SIBLING-GROUP PLACEMENTS	32
PART F – PERFORMANCE REQUIREMENTS SUMMARY.....	33

PART A: INTRODUCTION

1.0 PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's three Goals:

- 1) Operational Effectiveness;
- 2) Fiscal Sustainability; and
- 3) Integrated Services Delivery.

Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

2.0 OVERVIEW

A Foster Family Agency (FFA) means any organization engaged in the recruiting, certifying, and training of, and providing professional support to, certified parent(s), or in finding homes for placement of children for temporary or permanent care who require that level of care as an alternative to a group home. Private Foster Family Agencies shall be organized and operated on a nonprofit basis.

Emergency Shelter Care (ESC) is a temporary placement, providing 24-hour care for children/youth taken into protective custody for a temporary period not to exceed twenty-one (21) days. The foster parent would provide shelter, food, clothing, and other immediate necessities.

CCLD regulations that apply to FFAs are from the Manual of Policies and Procedures, Title 22, including:

ATTACHMENT A

- Division 6, Chapter 1, (*General Licensing Requirements*) and Chapter 8.8 (*Foster Family Agencies*). for the certified family home requirements;
- Division 6, Chapter 9.5, Subchapter 1, (*Foster Family Homes*) for Non-Minor Dependents;
- Welfare & Institutions Code, Section 16501.25, for Whole Family Foster Home.
- Title 22 regulations are available at <http://www.dss.cahwnet.gov/ord/default.htm>.

3.0 DCFS' PRIORITIES FOR CHILDREN

- 3.1 Safety: Safety is defined as freedom from abuse (non-accidental injury) and neglect (unwillingness or inability to meet the Child's needs) as defined in the California Penal Code, Section 11165.5. The Performance Measure Summary and service tasks addressing this priority are found in Part C, Section 7.0 of this FFA– ESC
- 3.2 Well-Being/Self-Sufficiency: This priority refers to Placed Children/Youth's improved functioning in the areas of health, mental health, social behaviors, education, and youth development. The Performance Outcome Summary and Service Tasks addressing this priority are found in Part C, Section 2.0 of this SOW.

4.0 PROGRAM GOALS

- 4.1 The Department of Children and Family Services (DCFS) has incorporated in this Exhibit A, SOW, the principles of Shared Core Practice Model (Exhibit A-J) of child placement in which DCFS, through a quality team-driven approach, provide engaging, assessing, planning, intervening, tracking and adapting process to include:
 - (1) Placing a child/youth in a safe environment free from abuse and neglect;
 - (2) Placing a child/youth in the least restrictive, most family-like environment consistent with the child/youth's needs when temporary out-of-home placement is necessary and,
 - (3) Reducing racial disproportionality and eliminates disparities within the many systems that touch the lives of the children and families we serve.
- 4.2 Prohibits discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status.

ATTACHMENT A

- 4.3 Provides 24/7 Emergency Intake and Placement in a certified foster home for children and youth in the target population.
- 4.4 FFA-ESC program is a time limited placement of up to a twenty-one (21) day stay.
 - 4.4.1 FFA-ESC Program Manager may extend the stay up to thirty (30) days.

5.0 SERVICE DELIVERY SITES

- 5.1 CONTRACTOR shall notify the DCFS Out-of-Home Care Management (OHCMD) Division Chief or designee and Contract Administration Division Chief or designee in writing at minimum of thirty (30) days of their intent to terminate and/or commence services at any location(s).
- 5.2 CONTRACTOR shall obtain written approval from OHCMD Division Chief or designee and Contract Administration Division Chief or designee prior to changing, adding or terminating services at any serviced delivery site location(s).
- 5.3 CONTRACTOR shall not place children/youth at a service delivery site not approved on Exhibit A-IIa (FFA ESC Service deliver sites) and Exhibit A-IIb (Actual Address/Location of the Certified Home Providing FFA-ESC).
 - 5.3.1 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract.
- 5.4 CONTRACTOR shall identify the FFA-ESC foster parent and maintain the agreed number of beds unoccupied for the selected bed placement category listed in Exhibit A-III ESC Services Capacity Agreement, on a 24-hour, 7 days a week basis.
 - 5.4.1 Changes to FFA-ESC Certified Homes, or bed types available for FFA-ESC shall be made by changing Exhibit A-III, FFA-ESC Capacity.
- 5.5 CONTRACTOR shall reserve a bed for each ESC Child/Youth, to keep them safe and comfortable.
- 5.6 Once the ESC Child/Youth is in the CONTRACTOR'S home, the CONTRACTOR will provide for the ESC Child/Youth's basic needs.
- 5.7 CONTRACTOR shall not utilize the FFA-ESC program designated bed for a child(ren) not currently placed in the FFA- ESC program.

PART B: TARGET DEMOGRAPHICS

The COUNTY of Los Angeles Foster Family Agency – Emergency Shelter Care (FFA- ESC) program is designed to serve Children/Youth (ages 0 through 17), and Non-Minor Dependents (18-21 years old).

Target population:

- Infant (0 – 2 years old),
- Child/Youth (3-12 years),
- Teen parents and their infant-Whole Foster Family Homes (a bed and a crib per room),
- Sibling Homes (minimum of three beds per home 0-17 years old), and
- Extended Foster Care Non-minor Dependents 18 -21 years old.

PART C: COUNTY’S RESPONSIBILITIES

6.0 PROGRAM STAFF

- 6.1 COUNTY shall designated COUNTY Program Manager (CPM) who will be responsible for administering this CONTRACT and the daily management of this Contract’s operations, and for the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 6.2 The CPM responsible for daily management of Contract operation:
- Robbie Odom, MSW
Program Manager
Department of Children and Family Services
Emergency Shelter Care Program
9320 Telstar Avenue, Suite 216
El Monte, CA. 91731
(626) 569-6803
- 6.3 The CPM shall have a designee who may act in his/her place at all times. The CPM and designee are identified in COUNTY’S Administration (Exhibit J).
- 6.4 The CPM shall provide direction to CONTRACTOR in areas relating to DCFS policy, information, and procedural requirements.

ATTACHMENT A

PART D – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

COUNTY'S PERFORMANCE MEASURE SUMMARY/GOALS

7.0 SAFETY

PROGRAM TARGET GROUP:

Children or youth placed at an FFA-ESC home.

PROGRAM GOAL AND OUTCOME:

Safety- Placed Children and Youth shall be free from harm, abuse and/or neglect as specified in California Penal Code 11165.1 – 11165.6 and WIC 300-304-7

COUNTY'S OUTCOME INDICATORS	PERFORMANCE TARGETS OUTCOMES	DATE AND REPORTING SOURCES
Children / Youth are placed in a safe nurturing home environment free of abuse and neglect by other children, family members and/or CONTRACTOR. ¹	99.68 % of children/youth are free from substantiated allegations of child abuse and/or neglect.	CWS/CMS referral history and I-Track web-based system
CONTRACTOR shall ensure that Children/Youth are free from Child-to-Child injuries.		Child's Case File
CONTRACTOR shall ensure that their home is safe and free of physical plant deficiencies.	100% of the CAPs successfully implemented.	CAPs
		Auditor Controller Reports
		CCLD Citations
		Facility review reports
		Special Incident Reports

¹ The COUNTY maintains a zero tolerance policy for substantiated abuse and neglect of Placed Children while under the supervision of CONTRACTOR. Each incident of substantiated abuse or neglect that occurs under the CONTRACTOR'S supervision must be individually evaluated. The COUNTY will assess the factors that led to the abuse/neglect and make a determination as to appropriate corrective action.

7.0 SAFETY

PERFORMANCE OUTCOME GOAL: Placed Children shall be free of abuse and neglect by Certified Foster Parents, FFA staff, volunteers, other children, and family members.

SERVICE TASKS:

7.1 Staff Qualifications, Service and Rate Requirements, Staff Requirements and Staff Duties:

7.1.1 Staff Qualifications, Requirements, and Exceptions

The CONTRACTOR shall adhere to all CCLD requirements in connection with staff qualifications, requirements, and exceptions.

7.1.2 Criminal Record Clearance, Criminal Record Statements, and Child Abuse Index Checks

The CONTRACTOR shall comply with the requirements with FFA Contract, Part II, Standard Terms and Conditions, Section 18.0 Criminal Clearances, for criminal record clearances, criminal record statements, Livescan and/or applicable fingerprint clearances and Child Abuse Central Index checks as specified in Title 22, Division 6, Chapter 1, Article 3, Sections 80019, 80019.1, and 80019.2 and in Chapter 8.8, Sections 88019 and 88019.2, and Health and Safety Code Section 1522. (Health and Safety codes are available at <http://www.leginfo.ca.gov/>).

The CONTRACTOR shall inform Certified Foster Parents that failure to report subsequent arrest(s) or conviction(s) within 24 hours may result in immediate decertification. The CONTRACTOR shall obtain signed documentation of Certified Foster Parents' agreement and monitor their ongoing compliance.

The CONTRACTOR shall notify the DCFS OHCMD Division Chief or designee for DCFS in writing of any known arrest and/or subsequent conviction, other than for minor traffic offenses, of the following:

- (1) any employee, independent CONTRACTOR, volunteer staff, or Subcontractor who comes in contact with Placed Children /Youth while providing services under the Contract;
- (2) any adult responsible for administration or direct supervision of staff;
- (3) any person residing in the facility;
- (4) any person who provides a Placed Child/Youth assistance in dressing, grooming, bathing or personal hygiene;

ATTACHMENT A

- (5) if the CONTRACTOR is a firm, partnership, association, or corporation, the chief executive officer of CONTRACTOR or other person serving in like capacity; and
- (6) additional officers of the governing body of the CONTRACTOR or other persons with a financial interest in the applicant, as determined necessary by CDSS by regulation.

Such notice shall be given within one (1) working day of the time such information becomes known to the CONTRACTOR.

The CONTRACTOR shall immediately notify OHCMD Division Chief or designee for DCFS any CDSS exemption approval of all non-exempt persons specified in California Health and Safety Code Section 1522 (b). COUNTY has discretion to use the Certified Foster Home with CDSS approved exemptions as a placement resource.

The CONTRACTOR shall ensure that all Certified Foster Parents adhere to the reasonable and prudent parenting standard as specified in a new provision contained in the Welfare and Institution Code Section 362.04 in selecting appropriate occasional short-term babysitter and in utilization of all other exempt persons specified in California Health and Safety Code Section 1522 (b), document the reasonable efforts and make them available for inspection.

The CONTRACTOR'S noncompliance to the criminal record clearance requirements specified in this Section is a material breach and LA County DCFS may place non-compliant CONTRACTORS on DNR or DNU with no advance notice requirement.

7.1.3 Reference Checks Prior to Certification

The CONTRACTOR shall comply with California Health and Safety Code, Section 1506.8, which states, "Before certifying a family home, a Foster Family Agency shall contact any Foster Family Agencies by whom an applicant has been previously certified and any STATE or COUNTY licensing offices that have licensed the applicant as a foster parent, and shall conduct a reference check as to the applicant."

The CONTRACTOR shall comply with Health and Safety Code Section 1506.7 which states, "A Foster Family Agency shall require the owner or operator of a family home applying for certification to sign an application that shall contain, but not be limited to, the following information:

- (1) whether the applicant has been certified, and by which Foster Family Agency;
- (2) whether the applicant has been decertified, and by which Foster Family Agency;

ATTACHMENT A

- (3) whether a placement HOLD has been placed on the applicant by a Foster Family Agency, and by which Foster Family Agency; and
- (4) whether the applicant has been a foster home licensed by a COUNTY or by the STATE and, if so, by which COUNTY or STATE, and
- (5) whether the applicant has been approved for relative placement by a COUNTY and, if so, by which COUNTY.”

The CONTRACTOR shall comply with Health and Safety Code Section 1536(c) which states, “Notwithstanding subdivision (b) [Health and Safety Code Section 1536(b)], the department, a COUNTY, or a Foster Family Agency may request information from, or divulge information to, the department, a COUNTY, or a Foster Family Agency regarding a prospective certified parent, foster parent, or relative caregiver for the purpose of, and as necessary to, conduct a reference check to determine whether it is safe and appropriate to license, certify, or approve an applicant to be a certified parent, foster parent, or relative caregiver.”

7.1.4 Declarations of CONTRACTOR’s Social Worker-Staff

The CONTRACTOR shall place any CCLD approved exceptions in the affected employee’s personnel file.

1.1.6.1 If DCFS requests to review the CCLD exception, CONTRACTOR shall make it available to DCFS upon request.

The CONTRACTOR is responsible for obtaining written declarations from any social workers employed or contracted to the effect that the social worker’s total contracted caseload with any agency does not exceed 15 Placed Children/Youth in accordance with Title 22, Division 6, Chapter 8.8, Sections 88065.5. The CONTRACTOR is responsible for monitoring the social worker’s ongoing compliance with the total caseload requirement.

7.1.5 Staff Language Requirements

The CONTRACTOR shall, to the extent possible and if resources are available, provide staff and social work personnel who are proficient in both speaking and writing the language of the CONTRACTOR’S Certified Foster Parents and the Placed Children/Youth.

7.1.6 Required Services by CONTRACTOR’S Social Work Staff

The CONTRACTOR’S social work staff shall provide services as set forth in the CONTRACTOR’S Program Statement, Exhibit B of the Contract, and in Title 22, Division 6, Chapter 8.8, Sections 88065(a)(9), 88065.3(a) and (g), 88068.1(b)(2) and (3), 88068.2(a), and 88068.3(a).

These services shall include, but not limited to:

ATTACHMENT A

- (1) qualified social work personnel available on a 24-hour basis to respond to any emergency within a two-hour period; in accordance with Title 22, Division 6, Chapter 8.8, Section 88065 (a) (10);
- (2) provision of social services of the FFA;
- (3) orientations for potential Certified Foster Parents;
- (4) initial and continued evaluation and assessment of Certified Foster Parents and Certified Foster Parents' homes;
- (5) intake and continued assessments of Placed Children/Youth to determine if the FFA can meet the Placed Child's Service needs;
- (6) placement of the child in the Certified Family Home;
- (7) development of the Shared Responsibility Plan (SRP) and updates to the SRP for Whole Family Foster Homes (WFFH);
- (8) supervision of the placement including direct contact with the Placed Child and the Certified Foster Parents; and
- (9) provision of support Services to the Certified Foster Parents; (10) For non-minor dependents, Title 22, Division 6, Chapter 9.5, Subchapter 1 and Department of Social Services All County Letter No. 12-12 (Exhibit A-IV).

7.1.7 Required Visits by Social Work Staff with Placed Child/Youth and Certified Foster Parents

The CONTRACTOR'S social work staff shall make weekly face-to-face contacts with the Placed Child.

The CONTRACTOR'S social work staff shall document each visit with the Placed Child and the Certified Foster Parents and include the following information at minimum:

- (1) name or initials of the person recording;
- (2) both the date recorded and the date of the visit;
- (3) problems reported by the child;
- (4) problems reported by the Certified Foster Parents; and
- (5) how the reported problems are being resolved.

7.2 Supervision of Placed Children/Youth

The Placed Child may leave the Certified Family Home unaccompanied, if age appropriate, maturity, developmental level and with the approval of the CSW.

7.2.1 Home Environment for Health and Safety

The CONTRACTOR shall monitor Certified Foster Parents for compliance with Title 22, Chapter 1, Sections 80087 and 80088, and Chapter 4, Sections 83087, 83087.1, 83087.2, and 83088, to provide:

(1) a home and yards that are safe, well-maintained, and appropriately furnished; (2) age appropriate environment; (3) a bedroom, or sufficient space in a shared bedroom, with a comfortable mattress in good condition and adequate space to store clothing and personal items; (4) an appropriate and well-lit space for studying; (5) acceptable housekeeping; and (6) safety gates and latches as applicable.

In accordance with Title 22, Chapter 1, Section 80087(g)(1) through (3), (h), and (i), disinfectants, cleaning solutions, poisons, firearms, and other items that could pose a danger if readily available to clients shall be stored where inaccessible to clients. Storage areas for poisons, and firearms and other dangerous weapons shall be locked. In lieu of locked storage of firearms, the licensee may use trigger locks or remove the firing pin. Firing pins shall be stored and locked separately from firearms. Ammunition shall be stored and locked separately from firearms. Medicines shall be stored as specified in Section 80075(m) and (n) and separately from other items specific in Section 80087(g).

The items specified in Section 80087(g) shall not be stored in food storage areas or in storage areas used by or for clients.

7.2.2 Second-Hand Smoke, Tobacco Products, Narcotics and/or Other Illegal Substances, and Alcoholic Beverages

The CONTRACTOR shall Monitor for Compliance that when at placement:

(1) Placed Children/ Youth are not exposed to second-hand smoke; 2) Placed Children/Youth are not permitted to use any tobacco products under any circumstances; and (3) Placed Children/Youth are not permitted to drink any alcoholic beverages or use any narcotics or illegal substances under any circumstances.

7.2.3 Drivers' Licenses, Vehicle Safety, and Vehicle Equipment

The CONTRACTOR shall monitor and maintain the necessary records to meet the transportation requirements of California Department of Social Services Manual of Policy and Procedures, Title 22, Division 6, Chapter 1, Section 80074 and Chapter 4, Section 83074 as well as California Vehicle Code Sections 27360 and 27360.5. These requirements include the following:

(1) drivers must be licensed for the type of vehicle operated; (2) the manufacturer's rated seating capacity must not be exceeded; (3) vehicles used to transport Placed Children/Youth must be maintained in a safe operating condition; (4) infants must be secured in a car seat designed for

ATTACHMENT A

infants; (5) children up to six years of age who weigh less than 60 pounds must be secured in a child passenger restraint system meeting applicable federal motor safety standards; and (6) children over six and less than sixteen years of age, and who weigh 60 pounds or more, must be secured in a child passenger restraint system or safety belt meeting applicable federal motor vehicle safety standards.

7.2.4 Driving Records and Auto Liability Insurance of FFA Social Workers, Other FFA Staff, and Certified Foster Parents who use their vehicles to transport Placed Children/Youth.

The CONTRACTOR shall monitor and maintain records to verify that Certified Foster Parents or their designated drivers who transport the Placed Children/Youth: (1) have and maintain a valid California driver's license with the California Department of Motor Vehicles; and (2) insure their vehicles, if used to transport the Placed Children/Youth, at or above the minimum bodily injury and property damage limits required by the State of California.

The CONTRACTOR shall also maintain for their social workers and other staffs that use their vehicles to transport children/youth no less than \$1,000,000 non-owned auto liability coverage per accident in accordance with the Contract, Part I, Section 5.0 General Insurance Requirements, and Section 6.0 Insurance Coverage Requirements

7.3 Procedure for Emergency Replacement:

In the event of an emergency, the CONTRACTOR may move a Placed Child without prior authorization from the Children's Social Worker (CSW).

The FFA shall make every effort to keep the child in the same school.

For the purposes of this paragraph, an emergency is defined as any situation that threatens the health and safety of the Placed Child or others in the Certified Family Home.

The CONTRACTOR shall notify either the Placed Child's CSW, the CSW's supervisor, the CSW's administrator, ESC PM or, after working hours, the Child Protection Hotline (800-540-4000), of the emergency replacement.

Notification shall be made as soon as possible but no later than 24 hours after the Placed Child is moved. The CONTRACTOR shall then discuss the situation with the CSW or the CSW's supervisor and document the conversation and decision in the Placed Child's record.

Special Incident Reporting Via the I-Track System:

7.3.1 Contractor shall comply with the reporting requirements in Title 22, Division 6 Chapter 1, Section 80061, and Chapter 5, Section 84061.

ATTACHMENT A

7.3.1.1 The CONTRACTOR shall notify DCFS of all reportable incidents such as behavioral/mental health incident, injury, illness, accident, death, unauthorized absence, alleged child abuse, agency emergency/disaster, and significant change in group home which impacts services to Child(ren) via the I-Track web-based system at <https://itrack.co.la.ca.us> (Exhibit A-V).

7.3.1.1.1 All Contractor's employees are considered to be mandated reporters of child abuse and neglect per Penal Code, Section 11165.7(a)(14). Child abuse and neglect in out-of-home care are defined in Section 11165.5.

7.4 Runaway Procedures:

The CONTRACTOR shall try to locate a runaway child by:

7.4.1 Immediately calling DCFS as soon as you have discovered that a child/youth has run away. Calls should be made to the CSW or their supervisor. If it is after hours or on the weekend, or, you are unable to reach the CSW or their supervisor, call the DCFS Child Protection Hotline at 1-800-540-4000 for DCFS. Any assistance you can provide to the case-carrying social worker about neighbors, friends of the child, school officials and family members would be helpful in gathering more information.

DCFS staff or the Hotline will need as much detailed information as you can give them. For instance: Who did the child leave the home with? Did someone pick up the child or did they leave on foot? Which direction did the child go in? Was there a parent or relative involved? What was the child's state of mind – angry, depressed?

7.4.2 Immediately calling law enforcement and filing a Missing Persons' Report. Have the phone number of your nearest law enforcement agency on hand. Law enforcement will need a physical description of the minor and any distinguishing physical characteristics. Photographs may be released to law enforcement only in an effort to expedite the location of affected children. Identifying information for law enforcement shall only include a photograph of the child, description of clothing when last seen, date of birth, last location of the child, and any distinguishing marks or tattoos. CONTRACTOR shall inform law enforcement that photographs and other personal identifying information which includes the child's/youth's social security number shall not be posted in any communities and document this discussion with law enforcement in the submitted SIR via I-Track.

Be sure to get a report number and the name of the person taking the report and follow up by getting a report in writing. Document all of your efforts.

7.4.3 Sending the Missing Person's Report, within 72 hours, and reporting the number to the CSW. If you are reporting a runaway, fill out an ITrack Special Incident Report. Cross report to Community Care Licensing, the

ATTACHMENT A

DCFS Out-of-Home Care Management Division, Runaway Outreach Unit, and to the CSW. Be sure to include the time and date the child/youth was last seen and any significant details leading up to the incident.

Keep all of your copies of reports and documentation for at least 6 months.

Important numbers to have on hand:

CSW

CSWs' supervisor

Child Protection Hotline: 1-800-540-4000

Emergency Shelter Cell Phone: (626) 243-6107

Runaway Outreach Unit: (213) 351-0271

Closest law enforcement agency

ATTACHMENT A

PART E – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

COUNTY'S PERFORMANCE MEASURE SUMMARY/GOALS

8.0 WELL-BEING/SELF-SUFFICIENCY

PROGRAM TARGET GROUP:

Placed Children/Youth in certified family homes of FFA -ESC

PROGRAM GOAL AND OUTCOME:

Well-Being/Self-Sufficiency: – Placed Children/Youth shall improve their level of functioning in the areas of health, mental health, social behavior, and education.

COUNTY'S OUTCOME INDICATORS	PERFORMANCE TARGETS OUTCOMES	DATE AND REPORTING SOURCES
Improve levels of Child's(ren) functioning and meet the Child's (ren) health and emotional well-being.	At least 65% of enrolled Children will participate in educational activities and/or attendance.	CWS/CMS Child's Case File Daily Child/Youth Log

8.0 WELL-BEING/SELF-SUFFICIENCY

PERFORMANCE OUTCOME GOAL: Placed children/Youth shall improve their level of functioning in the areas of health, mental health, social behavior, education, and youth development services.

SERVICE TASKS:

8.1 Intake Requirements:

The CONTRACTOR shall comply with the intake requirements of Title 22, Chapter 8.8, Section 88068.1. The CONTRACTOR shall also comply with the intake requirements in paragraphs 3.1.1 through 3.1.9 below.

8.1.1 Declaration in Support of Access to Juvenile Records Form

The CONTRACTOR shall complete and submit a DCFS 4389 (02/09) and 4389-1 (10/09), Declaration in Support of Access to Juvenile Records (WIC 827) (see Exhibit A-VI), in order for the CSW to release any juvenile records.

The CONTRACTOR will ensure that only persons permitted by law have access to records.

CONTRACTOR shall be available twenty-four (24) hours per day, seven (7) days per week, to discuss detailed information of the Child to determine if the CONTRACTOR's FFA – ESC program meets the needs of the Child.

The Intake discussion shall include, but not be limited to:

(a) request information from the County Worker in conformity with DCFS policy and confidentiality laws regarding the referred child's/children's needs, including copies of all court reports and social studies; (b) request from County Worker information regarding any known or suspected dangerous behavior of the referred child; (c) discuss the type of Services the referred child requires; (d) provide the County Worker information relating to any child abuse/neglect referrals and/or allegations which have been made concerning the proposed FFA site/staff/certified family and describe what action the CONTRACTOR has taken in response to such referrals/allegations.

CONTRACTOR shall provide and discuss with each newly enrolled Child, in an age-appropriate manner, a comprehensive overview of CONTRACTOR'S program and procedures, including:

- a. The personal rights information in the LIC 613 B, Personal Rights.² The Foster Youth Bill of Rights, link: <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=wic&group=15001-16000&file=16000-16014>; and

² Reference FFA Contract Number 07-021-0XX

ATTACHMENT A

- b. Health and Safety Code, Section 1522.41(a) to (c), available at this link: ³ <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=hsc&group=01001-02000&file=1520-1526.8>.

CONTRACTOR shall have the Child or the Child's CSW sign an acknowledgement of completion of the orientation and of the receipt of written copies of personal rights, Foster Youth Bill of Rights, house rules, disciplinary practices, grievance/complaint procedures, and discharge procedures.

CONTRACTOR shall sign and provide COUNTY an Agency – Foster Family Home Agreement also known as “Placement Packet” at the time of placement.⁴

8.1.2 Requirement for Emergency Intake Placement 24/7

All FFA ESC CONTRACTORS shall provide 24/7 intake placement services and an emergency number with staff available 24 hours, 7 days per week.

8.1.3 Record Keeping

The CONTRACTOR ensure that all records for child/youth are current and accessible at all times including during and after a disaster(s). This includes, but is not limited to, records related to Health, Medical, Dental, Mental Health, Vision, Education, Job Training, etc.

8.1.4 Child and Family Team (CFT) Meeting

A CFT Meeting is required by the 7th calendar day of placement, including the Child, the CSW, the FFA CSW staff and/or any family member that is pertinent to the minor. The CSW shall schedule the CFT meeting.

The CFT meeting must be held in person at the CONTRACTOR'S site.

At the CFT meeting important information will be gathered about strengths and needs that contribute to the overall assessment of the Child.

The CFT meeting shall be documented by FFA staff in the Child's Case File and provide the date in the Child Intake and Discharge Log.

8.1.5 Intake and Discharge Log

³ Ibid.

⁴ Ibid.

ATTACHMENT A

CONTRACTOR shall maintain an Intake and Discharge Log and provide via e-mail to the CPM on a daily basis. The Child Intake Log contains the Child's contact information, the CSW contact information, the date the Child arrived at the facility, date of discharge, and the Team Meeting date. The Discharge Log, maintained by CONTRACTOR and provided to the CPM, contains information about where the Child was discharged to and the date of discharge.

9.0 PLACEMENTS:

- 9.1 The CONTRACTOR shall not place both DCFS and Probation children in the same Certified Family Home.

Requirement for Emergency Intakes 24/7

(1) All CONTRACTORS shall provide intake and Placement Services 24 hours, 7 days per week; (2) provide ESC Children temporary home with a bed, meals and general care for their protection and comfort.

Denial of Placement of ESC Children

CONTRACTOR shall accept all DCFS referred ESC Children and shall not refuse any such referrals unless exceptional conditions apply. Exceptional Conditions may include, but are not limited to:

- (a) Residency in the Certified home will endanger the ESC Child, other children in the home, and/or the safety of all ESC Children, children and family in the home; (b) Children that have been identified as a Level 14, WIC 601/602; (c) CONTRACTOR's home is on official "Do Not refer," "Do Not Use," "Investigative Hold" status, and/or "Off-Call

10.0 DISCHARGE

CONTRACTOR shall not discharge any Child without approval from the Child's CSW, SCSW, CPM or designee.

Intent to Discharge Notice does not apply for children placed under the ESC Contract.

11.0 VISITATION PLAN

- 11.1 Family Visitation Guidelines

The Juvenile Court Visitation Committee of the Los Angeles County Superior Court has issued new requirements in a document called *Family*

ATTACHMENT A

Visitation Guidelines. The following requirements include, but are not limited to:⁵

- (a) Family Visitation Plans (FVPs) shall be developed by a TEAM consistent with the dependency and criminal court orders;⁶
- (b) The FVP must include detailed, specified information;⁷
- (c) Caregivers, including FFA staff, are required to perform specified tasks [See Section 5.2 below];
- (d) Length and frequency of visitation should correspond to the child's age and developmental stage and be consistent with the family's permanency goal [See Section 5.3 below]; and
- (e) The FVP must provide for regular and frequent visitation between siblings, unless inappropriate.⁸

11.2 Caregivers' Requirements

Caregivers, including FFA staff, are required to:

- (a) ensure the well-being of the child including the provision of emotional support;
- (b) comply with the finalized and/or court approved FVP;
- (c) participate in the CFT meeting to develop and review the FVP as appropriate;
- (d) be familiar with the Case Plan;
- (e) inform the CSW of any problems in complying with the FVP (scheduling conflicts, etc);
- (f) respect the importance to the child of his/her family, and make every effort to ensure communication/interaction between the child and the family to the greatest extent possible. Where appropriate, this communication/interaction should include phone calls, mail and e-mail;
- (g) accommodate adjustments to the FVP to the greatest extent possible;
- (h) maintain contact with the CSW regarding visitation progress. This should include an objective description of the child's behavior before and after visitation;
- (i) maintain objectivity, and remain committed to the permanency plan;
- (j) share with the parent any changes or concerns related to the child's health and education;

⁵ Reference FFA Contract Number 07-021-0XX

⁶ Ibid.

⁷ Ibid.

⁸ Ibid.

ATTACHMENT A

- (k) prepare the child for visits. This should include describing the location of the visit to the child and what type of contact the child can expect during the visit to the greatest extent possible;
- (l) dress child in accordance with visitation facility (e.g., jails, drug treatment facilities) regulations as informed by the CSW or the facility;
- (m) provide transportation as negotiated in the FVP; and
- (n) notify CSW of any unplanned contacts between the child and parent or caregiver and parent.

11.3 Frequency and Length of Visitation Guidelines

The frequency and length of visitation guidelines are as follows:

- (a) For 0-6 months, families should visit at least three times a week for 30-60 minutes.
- (b) For 6-12 months, families should visit at least three times a week for one hour.
- (c) For 1-4 years, families should visit at least twice per week for 1 ½ hours.
- (d) For 5-15 years, families should visit at least once per week for two or more hours.
- (e) For 16-18 years, there is no recommendation except the child's desires should be strongly considered in creating the FVP

11.4 Honoring the Visitation Rights of Children

The CONTRACTOR shall honor the visitation rights of the Placed Child at all times unless one of the following two conditions exists:

(1) a specified court order is in effect which prohibits or restricts the visitation rights of the child; or (2) the FVP developed by the TEAM specifically prohibits or restricts visitation rights based upon existing court orders, legal authority and/or documented reasons such as the belief that the visits would be detrimental to the child.

The CONTRACTOR must allow visitation for the caseworker, attorney, and Court Appointed Special Advocate (CASA).

The CSW shall provide CONTRACTOR with copies of court orders regarding court ordered visitation and the FVP.⁹

The FVP shall be discussed with the Certified Foster Parent to facilitate his/her understanding of COUNTY'S and the CONTRACTOR'S expectations of the Certified Foster Parent, including the transportation

⁹ Reference FFA Contract Number 07-021-0XX

ATTACHMENT A

arrangements and the birth parent/guardian visiting the Placed Child in the Certified Family Home when applicable. A copy of the FVP shall be given to the Certified Foster Parent.

11.5 Transportation Services

The CONTRACTOR shall arrange transportation to all medical appointments and/or activities.

These activities may include, ILP, teen clubs, place of child's employment, adoption-related events, visits with the family/relatives and prospective adoptive families, job training, extra-curricular or recreational activities, therapy, medical/dental appointments, religious service of Placed Child's or family's preference, sibling visits, etc.

CONTRACTOR shall ensure that all persons providing non-public transportation comply with the requirements of Title 22, Division 6, Chapter 1 Section 80074 and Chapter 4, Section 83074, California Vehicle Code Sections 27360 and 27360.5, and maintain vehicle insurance at or above the minimum bodily injury and property damage limits required by the State of California.

12.0 TRAINING REQUIREMENTS FOR CERTIFIED FOSTER PARENTS

The CONTRACTOR shall train Certified Foster Parents to meet the Placed Children's needs and understand the Case Plan goals of: (1) family reunification; (2) placement of sibling groups in the same home; (2) teen parents and their children; (3) neighborhood/school-based placements; or (4) placement of children with special health care needs.

The CONTRACTOR shall provide a minimum of 18 hours of initial Model Approach to Partnership in Parenting (MAPP) or equivalent training for each Certified Foster Parent prior to the placement of children and an additional 12 hours of training during the first year of certification. Training topics shall include the following: (1) cultural diversity; (2) discipline techniques; (3) child development; and (4) parenting skills. If possible, the CONTRACTOR shall include former foster youth in the training presentations. The CONTRACTOR shall provide an additional 15 hours of ongoing training for each Certified Foster Parent each year thereafter. Three of these hours may be provided in face-to-face training in the home.

CONTRACTORS who choose to develop Whole Family Foster Homes (WFFH), must have a DCFS and CCL approved program providing services to the identified target population of teen parents and their children (teen/baby). CONTRACTOR must ensure the certified homes are specifically recruited and trained as WFFH. CONTRACTOR shall ensure that caregivers are trained and certified as a WFFH through a DCFS approved WFFH curriculum. Currently, DCFS approved WFFH

ATTACHMENT A

certification training is provided, free of charge, by the Community Colleges (See Community Colleges Directory).¹⁰

Upon completion of the training, the caregiver will receive a WFFH certification document to present to Contractor for placement in certified foster parent's file. Contractor shall submit copy of WFFH certificate to CSW at the time of placement agreement for a parenting teen and their non-dependent child(ren), for appropriate coding and processing of WFFH placement.

The contractor will ensure WFFH foster parents complete annual WFFH re-certification.

13.0 Monitoring Requirements

13.1 Planned Activities and Use of Community Resources

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide opportunity for and encourage, as appropriate, activities in accordance with Title 22, Division 6, Chapter 4, Section 83079(a), including: (1) group interaction activities, both at the Certified Family Home and in the community; (2) physical activities such as games, sports, and exercise, both at the Certified Family Home and in the community; (3) individual and family-oriented leisure time activities; (4) educational activities such as assistance with homework; and (5) daily living skills activities such as bathing, dressing, grooming, manners, shopping, cooking, money management, and use of public transportation. However, in accordance with Title 22, Division 6, Chapter 4, Section 83079 (b), the Placed Child shall not be required to perform activities that interfere with school, training, treatment Programs or family visits.

13.2 Balanced Diet, Snacks, and Special Diets

The CONTRACTOR shall monitor for Compliance that Certified Foster Parents provide a balanced diet in sufficient quantities as defined in Title 22, Division 6, Chapter 1, Section 80076, and Chapter 4, Section 83076. A variety of snacks shall be made reasonably available.

The CONTRACTOR shall monitor for Compliance that Certified Foster Parents provide for the special dietary needs of the Placed Child including, but not limited to, vegetarian diets, religious diets, or diets based on health needs. The CONTRACTOR shall inform the CSW when special dietary needs arise due to medical problems/conditions.

13.2.2 Food Preparation and Storage

The CONTRACTOR shall monitor for Compliance with Title 22, Section 80076, for food storage, food preparation, and sanitation procedures to prevent transmission of infectious illnesses. The CONTRACTOR shall

¹⁰ Reference FFA Contract Number 07-021-0XX

ATTACHMENT A

monitor for Compliance that Certified Foster Parents do not serve frozen milk for drinking.

13.3 Clothing Inventories

The CONTRACTOR shall maintain a written inventory of each Placed Child's clothing.

13.3.1 Meeting of the Full Clothing Standard in a Timely Manner for FFA-ESC

The CONTRACTOR shall monitor for Compliance that each ESC Placed Child has the amount of clothing/size, Condition, Appropriateness, Selection, Cleaning, Mending, monitoring, etc

Clothing shall fit according to industry size charts and shall never be too small or more than two sizes larger than actual measurements indicate. The clothing shall also be clean, in good condition, and appropriate for the intended use and season, including the school dress code. The CONTRACTOR shall not provide used/second hand underwear or shoes. The CONTRACTOR may use donations of new clothing to meet the DCFS Clothing Standard.¹¹ The Placed Child shall be involved in the selection of clothing based on the developmental level of the child. The clothing is the property of the Placed Child and shall be retained by the Placed Child or his/her representative upon termination of placement. The CONTRACTOR shall monitor for Compliance that Certified Foster Parents provide for laundry, dry cleaning, and mending of clothing in accordance with the Program Statement.

CONTRACTOR within the first three (3) days of placement shall provide each Child with clothing without requiring the Child to purchase clothing with his/her own funds.

CONTRACTOR shall provide Child upon placement into the FFA-ESC program two (2) sets of clothing which shall include, but not limited to: pants, Shirts/blouses, socks and undergarments. In addition, FFA-ESC program shall ensure that each placed child has, or is provided with, the following items: at least one pair of shoes, a jacket/sweater, pajamas, and slippers

13.3.2 Clothing Storage and Security

Certified Foster Parents shall provide appropriate storage for the Placed Child's clothing. The COUNTY understands that clothing often disappears, particularly during home visits, and that clothing security is not entirely within the CONTRACTOR'S control. All losses shall be documented as part of the clothing inventory, including a brief description of the circumstances involved.

¹¹ Reference FFA Contract Number 07-021-0XX

ATTACHMENT A

Collection and Storage of Personal Belongings at Termination of Placement

When the Placed Child is discharged, the CONTRACTOR shall ensure that the Placed Child's clothing accompanies the Placed Child to the next placement. If the Placed Child runs away, the CONTRACTOR shall collect all personal belongings, alert the FFA-ESC Program Manager and the CSW that they are at the home.

13.4 Personal Care Items

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents: (1) supply each Placed Child, initially and replace as needed, with new personal hygiene and personal care items. These shall include the Placed Child's own toothbrush, toothpaste, comb and other hair-care items, shampoo, soap, deodorant, sanitary napkins, etc.; (2) offer choice among brands as long as the cost is reasonable; (3) give consideration to specific cultural and ethnic needs; (4) provide specific brands necessary for health reasons; and (5) monitor the use of all products in aerosol or glass containers.

Supply, Cleanliness, and Condition of Linens, Blankets, Window Treatments, etc

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents: (1) supply sufficiently clean face cloths, towels, and sheets; (2) provide clean and serviceable blankets and bedspreads; and (3) replace worn, torn or frayed face cloths, towels, sheets, blankets, bedspreads, and window treatment(s) as needed.

14.0 Health and Medical Requirements:

14.1 Medical, Dental, and Psychiatric Needs

CONTRACTOR shall monitor that the necessary medical, dental, and psychiatric needs of the Placed Child are met in accordance with the Child Health Disability Prevention Program,¹² the Medi-Cal program, and Title 22, Division 6, Chapter 1, Section 80075, and Chapter 4, Section 83075.

If a Placed Child does not have valid proof of Medi-Cal coverage, the CONTRACTOR shall immediately contact the Foster Care Payment Hotline (800-697-4444) and notify the CSW.

14.2 Reimbursement for Medical, Dental, and Psychiatric Costs

The CONTRACTOR shall utilize the Medi-Cal program for all eligible medical, dental, and psychiatric care costs for Placed Children.

¹² Reference FFA Contract Number 07-021-0XX

ATTACHMENT A

For any services not eligible for Medi-Cal reimbursement and not covered by private insurance, the CONTRACTOR shall, to the extent feasible, obtain medical, dental, or psychiatric care services for the Placed Child through a COUNTY or COUNTY contracted facility.

For any non-emergency services not eligible for Medi-Cal reimbursement, not covered by private insurance, and not obtainable at a COUNTY or COUNTY contract facility, the CONTRACTOR must request by facsimile prior written approval from the CSW or the CSW's supervisor (SCSW). If the CSW does not respond to CONTRACTOR'S written request within three (3) business days, CONTRACTOR shall attempt to contact the SCSW. CONTRACTOR shall maintain written documentation of attempts to obtain said written approval.

CONTRACTOR shall, to the extent possible, utilize a Child Health Disability Prevention (CHDP) provider doctor/dentist, who does CHDP equivalent exams and performs the initial medical/dental assessment, care, and follow through.¹³

14.3 Emergency Psychiatric Treatment

The CONTRACTOR shall have a plan for emergency psychiatric treatment for a Placed Child. Each Certified Foster Parent shall be trained in the procedures to activate this plan prior to certification.

Medications and Court Authorizations at Replacement

At the time of a child's replacement, the CONTRACTOR shall give any medications and court authorizations for the administration of psychotropic drugs to the CSW. If the medications and court authorizations are not available at the time of replacement outside the agency, CONTRACTOR shall send them to the CSW within 24 hours of the replacement.

14.4 Health and Medical Monitoring Requirements

Medications

The CONTRACTOR shall monitor for Compliance that Certified Foster Parents record type, date, and time of all prescription and non-prescription medication administered to the Placed Child.

Psychiatric Care and Clinical Evaluations by DMH Approved Providers

The CONTRACTOR shall monitor for Compliance that psychiatric needs of the Placed Child are met in accordance with the CHDP program, Medi-Cal program, and CCLD regulations to the extent that funding and services are available.

¹³ Ibid.

ATTACHMENT A

The CONTRACTOR shall: (1) take all necessary steps to ensure that any Placed Child in its care with a known history of psychiatric problems (including hospitalizations) receives a clinical evaluation, provided that such an evaluation is authorized by DMH, conducted by a licensed mental health professional; and (2) submit to the CSW the written results of such tests when obtained by the CONTRACTOR.

Plans for Emergency Medical and Dental Treatment

The CONTRACTOR shall monitor for Compliance that Certified Foster Parents have plans for emergency medical and dental treatment of a Placed Child.

Grooming and Hygiene

The CONTRACTOR shall monitor for Compliance that Certified Foster Parents provide Placed Children age-appropriate instructions in proper grooming and personal hygiene.

Secure Location for Records

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents maintain in a secure location (inaccessible to children) all documents set forth in Title 22, Division 6, Chapter 4, Section 83070.

15.0 EDUCATIONAL REQUIREMENTS

15.1 Stable School Placements

The CONTRACTOR shall comply with WIC Section 16000(b). CONTRACTOR shall also comply with Education Code Section 48850(a), which states, in part, that, "In fulfilling their responsibilities to pupils in foster care, educators, COUNTY placing agencies, care providers, advocates, and the juvenile courts shall work together to maintain stable school placements and to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all pupils. In all instances, educational and school placement decisions must be based on the best interests of the child/youth."

15.2 Right of Placed Child/Youth to Remain in School of Origin

The CONTRACTOR shall comply with Education Code Section 48853.5(d) (1), which states, "At the initial detention or placement, or any subsequent change in placement of a foster child/youth, the local educational agency serving the foster child/youth shall allow the foster child/youth to continue his or her education in the school of origin for the duration of the academic school year."

The CONTRACTOR shall comply with Section 48853.5(d)(2), which states, "The liaison, in consultation with and the agreement of the foster child/youth

ATTACHMENT A

and the person holding the right to make educational decisions for the foster child/youth may, in accordance with the foster child's/youth's best interests, recommend that the foster child's/youth's right to attend the school of origin be waived and the foster child/youth be enrolled in any public school that pupils living in the attendance area in which the foster child/youth resides are eligible to attend."

15.3 Immediate Enrollment of Placed Child/Youth in School

The CONTRACTOR shall comply with Education Code Section 48853.5(d) (4) (A), which states, "If the liaison in consultation with the foster child/youth and the person holding the right to make educational decisions for the foster child/youth agree that the best interests of the foster child/youth would best be served by his or her transfer to a school other than the school of origin, the foster child/youth shall immediately be enrolled in the new school."

15.4 Certified Foster Parents' Participation in Placed Child's/Youth's School Program

The CONTRACTOR shall monitor for compliance that the Certified Foster Parent(s) are:

- (1) Representing the Placed Child/Youth at parent meetings, open houses, etc.;
- (2) Working with the Placed Child's/Youth's teachers and academic counselor to monitor educational progress, attendance, development, educational level, behavior, assessment of strengths and weaknesses, and the overall academic achievement;
- (3) Encouraging and assisting the Placed Child/Youth to participate in school activities;
- (4) If a Placed Child/Youth is suspended from school or not in school, ensuring that the Child/Youth is participating in alternative educational-related activities during normal school hours;
- (5) Arranging appropriate transportation to and from school/educational related activities.

15.5 Daily Homework and Cognitive/Developmental Stimulation

The CONTRACTOR shall monitor that Certified Foster Parents engage the Placed Child/Youth in age and developmentally appropriate activities. These may include computer access time, tutoring, homework assistance, educational enrichment, visits to the library or museums, reading, arts, crafts, music, dramas, and other extracurricular activities.

15.6 Tutoring

The CONTRACTOR shall arrange for tutoring to improve the Placed Child's/Youth's basic skills to the extent that these services are available. The CONTRACTOR is not obligated to pay for items covered by public funds.

15.7 Educational Information

ATTACHMENT A

The CONTRACTOR shall document and report to the CSW the following information:

- (1) Placed Child's/Youth attendance;
- (2) Placed Child's/Youth's academic and extra-curricular achievements;
- (3) Issues of concern related to school matters;
- (4) Placed Child's/Youth's behavior;
- (5) School officials' concerns about the Placed Child's/Youth's health;
- (6) Suspension or discipline of the Placed Child/Youth;
- (7) Academic credits; and
- (8) Strengths of the Placed Child/Youth.

The CONTRACTOR shall ensure that all records for placed children/youth are current and accessible at all times, including during and after a disaster(s). This includes, but is not limited to Health, Medical, Dental, Mental Health, Vision, Education, Job Training, etc.

16.0 SIBLING-GROUP PLACEMENTS

Children, who are accepted as a sibling group and placed together, shall remain together unless approved by the CSW.

For sibling groups placed within different Certified Family Homes within the same FFA, in collaboration with the CSW, the CONTRACTOR shall document efforts to reunite siblings into one Certified Family Home, or the reasons it is inappropriate, in the Placed Children's case records.

Teen Parents and their Children

Teen parents and their non-dependent children shall be placed together while their teen parents are in foster care.

PART F – PERFORMANCE REQUIREMENTS SUMMARY

COUNTY ACTIONS FOR CONTRACTOR'S UNMET PERFORMANCE TARGETS	
CONTRACTOR'S PERFORMANCE TARGETS	COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS
<p>99.68% of children/youth are free from substantiated allegations of child abuse and/or neglect.</p> <p>100% of CAPs submitted on time.</p> <p>100% of the CAPs successfully implemented</p> <p>100% of enrolled Children will participate in educational activities and/or attendance.</p>	<p>OHCMD, what to add here?</p> <p>CAD removed references to documents not part of this Contract.</p>

ATTACHMENT B**INITIAL FOSTER FAMILY AGENCIES**

#	Contractor Name	Supervisory District	Estimated Number of Bed Hold
1.	Concept 7	Not in County - Orange	2
2.	David and Margaret Home, Inc.	5	1
3.	Fred Jefferson Memorial Home for Boys	2	1
4.	Hathaway-Sycamores Child and Family Services	5	1
5.	McKinley Children's Center, Inc. dba McKinley Boy's Home	5	6
6.	Nuevo Amanecer Latino Children's Services	1	6
7.	Penny Lane Centers	3	1*
8.	Southern California Foster Family Agency	1	3

- DCFS is verifying there are no quality or fiscal viability issues with this FFA and they may consider adding a second home ages 0 – 5.

BED HOLD RATES

- \$330 per bed, \$300 to the Certified Foster Parent (CFP) for children, newborn to twelve,
- \$440 per bed, \$400 to the CFP for youth ages thirteen to seventeen,
- \$440 per bed, \$400 to the CFP for sibling beds (3 beds per home) ages newborn to seventeen, and
- \$660 for a bed and a crib, \$600 to the CFP for a teen mom and her infant.

REMAINING FOSTER FAMILY AGENCIES

#	Contractor Name	Contract Number
1.	Alliance Human Services	07-021-01
2.	Alpha Treatment Centers	07-021-02
3.	Aspiranet (d.b.a. Moss Beach Homes)	07-021-04
4.	Beta Foster Care	07-021-06
5.	Bienvenidos Children's Center, Inc.	07-021-07
6.	California Institute of Health & Social Services d.b.a. Children's Way	07-021-08
7.	Childhelp	07-021-10
8.	ChildNet Youth and Family Services, Inc.	07-021-11
9.	Children's Bureau of Southern California	07-021-12
10.	Children's Institute, Inc.	07-021-13
11.	Counseling and Research Associates, Inc. dba Masada Homes	07-021-15
12.	Eggleston Youth Centers, Inc.	07-021-20
13.	Ettie Lee Homes, Inc.	07-021-21
14.	Families for Children	07-021-23
15.	Families Uniting Families	07-021-24
16.	Five Acres - The Boys' and Girls' Aid Society of Los Angeles County	07-021-26
17.	Florence Crittenton Services of Orange County d.b.a. Crittenton Services	07-021-27
18.	Futuro Infantil Hispano F.F.A.	07-021-29
19.	Guardians of Love	07-021-30
20.	Hamburger Homes, Inc. dba Aviva Family and Children's Services	07-021-31
21.	Hanna's House	07-021-32
22.	Holy Family Services Adoption & Foster Care	07-021-34
23.	Inner Circle Foster Family Agency	07-021-35
24.	Koinonia Foster Homes	07-021-38
25.	Latino Family Institute	07-021-39
26.	Niños Latinos Unidos, Inc.	07-021-41
27.	Olive Crest Treatment Centers, Inc. dba Olive Crest	07-021-43
28.	Optimist Boys' Home and Ranch	07-021-44
29.	Rosemary Children's Services	07-021-46
30.	Secure Transitions	07-021-47
31.	Seneca Family of Agencies	07-021-37
32.	Serenity Infant Care Home Inc.,	07-021-48
33.	South Bay Bright Future, Inc.	07-021-49
34.	The Dangerfield Institute of Urban Problems	07-021-52
35.	The Village Family Services	07-021-53
36.	Trinity Youth Services	07-021-54
37.	Vista Del Mar Child and Family Services	07-021-56
38.	Walden Environment d.b.a. Walden Family Services	07-021-57
39.	West Covina Foster Family Agency, dba Homes of Hope	07-021-58
40.	Westside Children's Center, Inc.	07-021-59
41.	Wings of Refuge	07-021-60